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12 BOS Entertainment, Inc. dba The Exchange

10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

12  
13 GRIDIRON PRODUCTIONS LLC, a  
14 Georgia Limited Liability Company,

15 Plaintiff,

16 vs.

17 BRET MERRICK SAXON, an  
18 individual; JEFF BOWLER aka  
19 JEFFREY BOWLER, an individual;  
20 AMY SAXON, an individual; NINA  
21 PODOLSKA, an individual; RICHARD  
22 DAVIS, an individual; RICHARD  
23 SALVATORE, an individual;  
24 WONDERFILM LLC aka  
25 WONDERFILM aka THE  
26 WONDERFILM MEDIA  
27 CORPORATION, a California Limited  
28 Liability Company, WONDER  
CAPITAL LLC, a Delaware Limited  
Liability Company; WF HARD  
MATTER, LLC, a Louisiana Limited  
Liability Company; WF GROUP, LLC,  
a Delaware Limited Liability et al.,  
Company; LUCKY OWL FILMS INC.,  
a California Corporation; EPIC  
JOURNEY PRODUCTIONS, LLC aka  
EPIC JOURNEY FILMS, LLC, a  
California Limited Liability Company;  
PICKLE WAGON HOLDINGS INC., a

Case No: 2:23-cv-07574-TJH-JPR

**ANSWER TO PLAINTIFF'S  
COMPLAINT AND CROSSCLAIMS  
FOR INDEMNIFICATION,  
DECLARATORY RELIEF AND  
BREACH OF CONTRACT BY  
DEFENDANT BOS  
ENTERTAINMENT, INC. DBA THE  
EXCHANGE**

Complaint Filed: September 12, 2023

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California Corporation; MARCH ON  
PRODUCTIONS INC., a California  
Corporation; and BOS  
ENTERTAINMENT INC. dba THE  
EXCHANGE, a California Corporation,

Defendants.

BOS ENTERTAINMENT, INC. dba  
THE EXCHANGE

Cross-Claimant,

vs.

BRET MERRICK SAXON; JEFFREY  
BOWLER; WONDERFILM LLC;  
WONDER CAPITAL LLC; WF HARD  
MATTER, LLC; WF GROUP, LLC;  
and ROES 1-10.

Cross-Defendants.

Defendant BOS Entertainment, Inc. dba The Exchange (“The Exchange”),  
through its undersigned attorneys, for themselves and for no other defendants, hereby  
answers the Complaint filed by plaintiff Gridiron Productions, LLC (“Plaintiff”):

### **NATURE OF THE ACTION**

1. The Exchange denies each and every allegation made in Paragraph 1 of  
Plaintiff’s Complaint which relate to, pertain to, or otherwise are directed at The  
Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
form a belief as to the truth of such allegations, and on that basis The Exchange denies  
each and every one of the remaining allegations of Paragraph 1.

### **JURISDICTION AND VENUE**

2. Paragraph 2 of Plaintiff’s Complaint states legal conclusions to which no  
response is required. The Exchange avers that it is domiciled in the state of

1 California. Except as otherwise admitted or averred, The Exchange lacks sufficient  
 2 knowledge or information to form a belief as to the truth of the remaining allegations  
 3 set forth in Paragraph 2, and on that basis The Exchange denies each and every one of  
 4 the remaining allegations of Paragraph 2.

5 3. Paragraph 3 of Plaintiff's Complaint states legal conclusions to which no  
 6 response is required. The Exchange avers that it does business in this District. Except  
 7 as otherwise admitted or averred, The Exchange denies each and every allegation  
 8 made in Paragraph 3 of Plaintiff's Complaint which relate to, pertain to, or otherwise  
 9 are directed at The Exchange. With respect to those allegations not relating to,  
 10 pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient  
 11 knowledge or information to form a belief as to the truth of such allegations, and on  
 12 that basis The Exchange denies each and every one of the remaining allegations of  
 13 Paragraph 3.

### 14 PARTIES

15 4. The Exchange lacks sufficient knowledge or information to form a belief  
 16 as to the truth of the allegations set forth in Paragraph 4 of Plaintiff's Complaint, and  
 17 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 18 4.

19 5. The Exchange lacks sufficient knowledge or information to form a belief  
 20 as to the truth of the allegations set forth in Paragraph 5 of Plaintiff's Complaint, and  
 21 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 22 5.

23 6. The Exchange lacks sufficient knowledge or information to form a belief  
 24 as to the truth of the allegations set forth in Paragraph 6 of Plaintiff's Complaint, and  
 25 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 26 6.

27 7. The Exchange denies each and every allegation made in Paragraph 7 of  
 28 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The

1 Exchange, and avers that defendants Bret Saxon and/or Jeffrey Bowler have never  
 2 been principals in, owners, officers, or controllers of or otherwise direct (indirectly or  
 3 directly) defendant BOS Entertainment, Inc. dba The Exchange. With respect to those  
 4 allegations not relating to, pertaining to, or otherwise directed at The Exchange, The  
 5 Exchange lacks sufficient knowledge or information to form a belief as to the truth of  
 6 such allegations, and on that basis The Exchange denies each and every one of the  
 7 remaining allegations of Paragraph 7.

8 8. The Exchange lacks sufficient knowledge or information to form a belief  
 9 as to the truth of the allegations set forth in Paragraph 8 of Plaintiff's Complaint, and  
 10 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 11 8.

12 9. The Exchange lacks sufficient knowledge or information to form a belief  
 13 as to the truth of the allegations set forth in Paragraph 9 of Plaintiff's Complaint, and  
 14 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 15 9.

16 10. The Exchange lacks sufficient knowledge or information to form a belief  
 17 as to the truth of the allegations set forth in Paragraph 10 of Plaintiff's Complaint, and  
 18 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 19 10.

20 11. The Exchange lacks sufficient knowledge or information to form a belief  
 21 as to the truth of the allegations set forth in Paragraph 11 of Plaintiff's Complaint, and  
 22 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 23 11.

24 12. The Exchange lacks sufficient knowledge or information to form a belief  
 25 as to the truth of the allegations set forth in Paragraph 12 of Plaintiff's Complaint, and  
 26 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 27 12.

28 13. The Exchange lacks sufficient knowledge or information to form a belief

1 as to the truth of the allegations set forth in Paragraph 13 of Plaintiff's Complaint, and  
2 on that basis The Exchange denies each and every one of the allegations of Paragraph  
3 13.

4 14. The Exchange lacks sufficient knowledge or information to form a belief  
5 as to the truth of the allegations set forth in Paragraph 14 of Plaintiff's Complaint, and  
6 on that basis The Exchange denies each and every one of the allegations of Paragraph  
7 14.

8 15. The Exchange lacks sufficient knowledge or information to form a belief  
9 as to the truth of the allegations set forth in Paragraph 15 of Plaintiff's Complaint, and  
10 on that basis The Exchange denies each and every one of the allegations of Paragraph  
11 15.

12 16. The Exchange lacks sufficient knowledge or information to form a belief  
13 as to the truth of the allegations set forth in Paragraph 16 of Plaintiff's Complaint, and  
14 on that basis The Exchange denies each and every one of the allegations of Paragraph  
15 16.

16 17. The Exchange lacks sufficient knowledge or information to form a belief  
17 as to the truth of the allegations set forth in Paragraph 17 of Plaintiff's Complaint, and  
18 on that basis The Exchange denies each and every one of the allegations of Paragraph  
19 17.

20 18. The Exchange lacks sufficient knowledge or information to form a belief  
21 as to the truth of the allegations set forth in Paragraph 18 of Plaintiff's Complaint, and  
22 on that basis The Exchange denies each and every one of the allegations of Paragraph  
23 18.

24 19. The Exchange lacks sufficient knowledge or information to form a belief  
25 as to the truth of the allegations set forth in Paragraph 19 of Plaintiff's Complaint, and  
26 on that basis The Exchange denies each and every one of the allegations of Paragraph  
27 19.

28 20. The Exchange admits that BOS Entertainment, Inc., dba The Exchange is

1 a California corporation that did and does business in California and that it operates as  
 2 a movie production company. Except as otherwise admitted or averred, The  
 3 Exchange denies each and every remaining allegation made in Paragraph 20 of  
 4 Plaintiff's Complaint.

5 21. The Exchange denies each and every allegation made in Paragraph 21 of  
 6 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 7 Exchange. To those allegations not relating to, pertaining to, or otherwise directed at  
 8 The Exchange, The Exchange lacks sufficient knowledge or information to form a  
 9 belief as to the truth of such allegations, and on that basis The Exchange denies each  
 10 and every one of the remaining allegations of Paragraph 21.

### 11 **GENERAL ALLEGATIONS**

12 22. The Exchange denies each and every allegation made in Paragraph 22 of  
 13 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 14 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 15 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 16 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 17 each and every one of the remaining allegations of Paragraph 22.

18 23. The Exchange denies each and every allegation made in Paragraph 23 of  
 19 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 20 Exchange. To those allegations not relating to, pertaining to, or otherwise directed at  
 21 The Exchange, The Exchange lacks sufficient knowledge or information to form a  
 22 belief as to the truth of such allegations, and on that basis The Exchange denies each  
 23 and every one of the remaining allegations of Paragraph 23.

24 24. The Exchange lacks sufficient knowledge or information to form a belief  
 25 as to the truth of the allegations set forth in Paragraph 24 of Plaintiff's Complaint, and  
 26 on that basis The Exchange denies each and every one of the allegations of Paragraph  
 27 24.

28 25. The Exchange lacks sufficient knowledge or information to form a belief

1 as to the truth of the allegations set forth in Paragraph 25 of Plaintiff's Complaint, and  
2 on that basis The Exchange denies each and every one of the allegations of Paragraph  
3 25.

4 26. The Exchange lacks sufficient knowledge or information to form a belief  
5 as to the truth of the allegations set forth in Paragraph 26 of Plaintiff's Complaint, and  
6 on that basis The Exchange denies each and every one of the allegations of Paragraph  
7 26.

8 27. The Exchange lacks sufficient knowledge or information to form a belief  
9 as to the truth of the allegations set forth in Paragraph 27 of Plaintiff's Complaint, and  
10 on that basis The Exchange denies each and every one of the remaining allegations of  
11 Paragraph 27.

12 28. The Exchange denies each and every allegation made in Paragraph 28 of  
13 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
14 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
15 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
16 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
17 each and every one of the remaining allegations of Paragraph 28.

18 29. The Exchange denies each and every allegation made in Paragraph 29 of  
19 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
20 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
21 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
22 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
23 each and every one of the remaining allegations of Paragraph 29.

24 30. The Exchange denies each and every allegation made in Paragraph 30 of  
25 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
26 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
27 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
28 form a belief as to the truth of such allegations, and on that basis The Exchange denies



1 each and every one of the remaining allegations of Paragraph 30.

2 31. The Exchange denies each and every allegation made in Paragraph 31 of  
 3 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 4 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 5 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 6 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 7 each and every one of the remaining allegations of Paragraph 31.

8 32. The Exchange lacks sufficient knowledge or information to form a belief  
 9 as to the truth of the allegations set forth in Paragraph 32 of Plaintiff's Complaint, and  
 10 on that basis The Exchange denies each and every one of the remaining allegations of  
 11 Paragraph 32.

12 33. The Exchange denies each and every allegation made in Paragraph 33 of  
 13 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 14 Exchange. To those allegations not relating to, pertaining to, or otherwise directed at  
 15 The Exchange, The Exchange lacks sufficient knowledge or information to form a  
 16 belief as to the truth of such allegations, and on that basis The Exchange denies each  
 17 and every one of the remaining allegations of Paragraph 33.

18 34. The Exchange denies each and every allegation made in Paragraph 34 of  
 19 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 20 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 21 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 22 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 23 each and every one of the remaining allegations of Paragraph 34.

24 35. The Exchange denies each and every allegation made in Paragraph 35 of  
 25 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 26 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 27 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 28 form a belief as to the truth of such allegations, and on that basis The Exchange denies



1 each and every one of the remaining allegations of Paragraph 35.

2       36. The Exchange denies each and every allegation made in Paragraph 36 of  
3 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
4 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
5 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
6 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
7 each and every one of the remaining allegations of Paragraph 36.

8       37. The Exchange denies each and every allegation made in Paragraph 37 of  
9 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
10 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
11 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
12 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
13 each and every one of the remaining allegations of Paragraph 37.

14       38. The Exchange denies each and every allegation made in Paragraph 38,  
15 including subparts a through f, of Plaintiff's Complaint which relate to, pertain to, or  
16 otherwise are directed at The Exchange. With respect to those allegations not relating  
17 to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks  
18 sufficient knowledge or information to form a belief as to the truth of such allegations,  
19 and on that basis The Exchange denies each and every one of the remaining  
20 allegations of Paragraph 38.

21       39. The Exchange denies each and every allegation made in Paragraph 39 of  
22 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
23 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
24 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
25 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
26 each and every one of the remaining allegations of Paragraph 39.

27       40. The Exchange denies each and every allegation made in Paragraph 40 of  
28 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The

1 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 2 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 3 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 4 each and every one of the remaining allegations of Paragraph 40.

5 41. The Exchange admits that it entered into that certain Sale Term Sheet,  
 6 dated October 13, 2021 attached as Exhibit 4 to Plaintiff's complaint, and except as  
 7 otherwise admitted herein, denies each and every allegation of Paragraph 41.

8 42. The Exchange admits that it entered into that certain Sale Term Sheet,  
 9 dated October 13, 2021 attached as Exhibit 4 to Plaintiff's complaint, and except as  
 10 otherwise admitted herein, denies each and every allegation of Paragraph 42.

11 43. The Exchange denies each and every allegation made in Paragraph 43  
 12 which relate to, pertain to, or otherwise are directed at The Exchange. With respect to  
 13 those allegations not relating to, pertaining to, or otherwise directed at The Exchange,  
 14 The Exchange lacks sufficient knowledge or information to form a belief as to the  
 15 truth of such allegations, and on that basis The Exchange denies each and every one of  
 16 the remaining allegations of Paragraph 43.

17 44. The Exchange lacks sufficient knowledge or information to form a belief  
 18 as to the truth of the allegations set forth in Paragraph 44 of Plaintiff's Complaint, and  
 19 on that basis The Exchange denies each and every allegation of Paragraph 44.

20 45. The Exchange denies each and every allegation made in Paragraph 45 of  
 21 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 22 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 23 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 24 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 25 each and every one of the remaining allegations of Paragraph 45.

26 46. The Exchange denies each and every allegation made in Paragraph 46 of  
 27 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 28 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise

1 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
2 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
3 each and every one of the remaining allegations of Paragraph 46.

4 47. The Exchange lacks sufficient knowledge or information to form a belief  
5 as to the truth of the allegations set forth in Paragraph 47 of Plaintiff's Complaint, and  
6 on that basis The Exchange denies each and every allegation of Paragraph 47.

7 48. The Exchange lacks sufficient knowledge or information to form a belief  
8 as to the truth of the allegations set forth in Paragraph 48 of Plaintiff's Complaint, and  
9 on that basis The Exchange denies each and every allegation of Paragraph 48.

10 49. The Exchange lacks sufficient knowledge or information to form a belief  
11 as to the truth of the allegations set forth in Paragraph 49 of Plaintiff's Complaint, and  
12 on that basis The Exchange denies each and every allegation of Paragraph 49.

13 50. The Exchange lacks sufficient knowledge or information to form a belief  
14 as to the truth of the allegations set forth in Paragraph 50 of Plaintiff's Complaint, and  
15 on that basis The Exchange denies each and every allegation of Paragraph 50.

16 51. The Exchange denies each and every allegation made in Paragraph 51 of  
17 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
18 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
19 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
20 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
21 each and every one of the remaining allegations of Paragraph 51.

22 52. The Exchange denies each and every allegation made in Paragraph 52 of  
23 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
24 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
25 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
26 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
27 each and every one of the remaining allegations of Paragraph 52.

28 53. The Exchange lacks sufficient knowledge or information to form a belief

1 as to the truth of the allegations set forth in Paragraph 53 of Plaintiff's Complaint, and  
2 on that basis The Exchange denies each and every allegation of Paragraph 53.

3 54. The Exchange denies each and every allegation made in Paragraph 54 of  
4 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
5 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
6 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
7 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
8 each and every one of the remaining allegations of Paragraph 54.

9 55. The Exchange denies each and every allegation made in Paragraph 55 of  
10 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
11 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
12 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
13 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
14 each and every one of the remaining allegations of Paragraph 55.

15 56. The Exchange lacks sufficient knowledge or information to form a belief  
16 as to the truth of the allegations set forth in Paragraph 56 of Plaintiff's Complaint, and  
17 on that basis The Exchange denies each and every allegation of Paragraph 56.

18 57. The Exchange lacks sufficient knowledge or information to form a belief  
19 as to the truth of the allegations set forth in Paragraph 57 of Plaintiff's Complaint, and  
20 on that basis The Exchange denies each and every allegation of Paragraph 57.

21 58. The Exchange denies each and every allegation made in Paragraph 58 of  
22 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
23 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
24 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
25 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
26 each and every one of the remaining allegations of Paragraph 58.

27 59. The Exchange lacks sufficient knowledge or information to form a belief  
28 as to the truth of the allegations set forth in Paragraph 59 of Plaintiff's Complaint, and

1 on that basis The Exchange denies each and every allegation of Paragraph 59.

2 60. The Exchange lacks sufficient knowledge or information to form a belief  
 3 as to the truth of the allegations set forth in Paragraph 60 of Plaintiff's Complaint, and  
 4 on that basis The Exchange denies each and every allegation of Paragraph 60.

5 61. The Exchange lacks sufficient knowledge or information to form a belief  
 6 as to the truth of the allegations set forth in Paragraph 61 of Plaintiff's Complaint, and  
 7 on that basis The Exchange denies each and every allegation of Paragraph 61.

8 62. The Exchange denies each and every allegation made in Paragraph 62 of  
 9 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 10 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 11 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 12 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 13 each and every one of the remaining allegations of Paragraph 62.

14 63. The Exchange denies each and every allegation made in Paragraph 63 of  
 15 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 16 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 17 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 18 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 19 each and every one of the remaining allegations of Paragraph 63.

20 64. The Exchange denies each and every allegation made in Paragraph 64 of  
 21 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 22 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 23 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 24 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 25 each and every one of the remaining allegations of Paragraph 64.

26 65. The Exchange lacks sufficient knowledge or information to form a belief  
 27 as to the truth of the allegations set forth in Paragraph 65 of Plaintiff's Complaint, and  
 28 on that basis The Exchange denies each and every allegation of Paragraph 65.

66. The Exchange denies each and every allegation made in Paragraph 66 of Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 66.

67. The Exchange denies each and every allegation made in Paragraph 67 of Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 67.

68. The Exchange denies each and every allegation made in Paragraph 68 of Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 68.

69. The Exchange denies each and every allegation made in Paragraph 69, including subparts a through j, of Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 69.

70. The Exchange denies each and every allegation made in Paragraph 70 of Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise



1 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 2 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 3 each and every remaining allegation of Paragraph 70.

4 71. The Exchange denies each and every allegation made in Paragraph 71 of  
 5 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 6 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 7 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 8 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 9 each and every remaining allegation of Paragraph 71.

10 72. The Exchange denies each and every allegation made in Paragraph 72 of  
 11 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 12 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 13 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 14 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 15 each and every remaining allegation of Paragraph 72.

16 73. The Exchange denies each and every allegation made in Paragraph 73 of  
 17 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 18 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 19 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 20 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 21 each and every remaining allegation of Paragraph 73.

22 74. The Exchange lacks sufficient knowledge or information to form a belief  
 23 as to the truth of the allegations set forth in Paragraph 74 of Plaintiff's Complaint, and  
 24 on that basis The Exchange denies each and every allegation of Paragraph 74.

25 75. The Exchange denies each and every allegation made in Paragraph 75 of  
 26 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 27 Exchange, and avers that no promotional materials were made available to The  
 28 Exchange, but that The Exchange nevertheless included the Film in its brochure for



1 AFM and prepared the associated artwork. With respect to those allegations not  
 2 relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks  
 3 sufficient knowledge or information to form a belief as to the truth of such allegations,  
 4 and on that basis The Exchange denies each and every one of the remaining  
 5 allegations of Paragraph 75.

6 76. The Exchange denies each and every allegation made in Paragraph 76 of  
 7 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 8 Exchange, and aver that The Exchange marketed the Film at the Berlin Film Festival  
 9 and secured deals for the Film in four territories (with the knowledge and approval of  
 10 Plaintiff) and also later communicated an offer for domestic theatrical rights from  
 11 Lionsgate. With respect to those allegations not relating to, pertaining to, or otherwise  
 12 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 13 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 14 each and every one of the remaining allegations of Paragraph 76.

15 77. The Exchange denies each and every allegation made in Paragraph 77 of  
 16 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 17 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 18 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 19 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 20 each and every one of the remaining allegations of Paragraph 77.

21 78. The Exchange denies each and every allegation made in Paragraph 78 of  
 22 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 23 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 24 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 25 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 26 each and every one of the remaining allegations of Paragraph 78.

27 79. The Exchange admits that it was asked by the producers to tender  
 28 payment of the approximately \$34,000 balance due to Tunnel Post upon approval by

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1 Plaintiff, and avers that The Exchange was willing to tender payment, though no  
 2 agreement was ever reached with regard to The Exchange paying that amount, and  
 3 Plaintiff affirmatively instructed The Exchange not to pay it. Except as otherwise  
 4 admitted or averred, The Exchange denies each and every allegation made in  
 5 Paragraph 79 of Plaintiff's Complaint which relate to, pertain to, or otherwise are  
 6 directed at The Exchange. With respect to those allegations not relating to, pertaining  
 7 to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge  
 8 or information to form a belief as to the truth of such allegations, and on that basis The  
 9 Exchange denies each and every one of the remaining allegations of Paragraph 79.

10 80. The Exchange denies each and every allegation made in Paragraph 80 of  
 11 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 12 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 13 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 14 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 15 each and every one of the remaining allegations of Paragraph 80.

16 81. The Exchange denies each and every allegation made in Paragraph 81 of  
 17 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 18 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 19 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 20 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 21 each and every one of the remaining allegations of Paragraph 81.

22 82. The Exchange denies each and every allegation made in Paragraph 82 of  
 23 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 24 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 25 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 26 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 27 each and every one of the remaining allegations of Paragraph 82.

28 83. The Exchange denies each and every allegation made in Paragraph 83 of

1 Plaintiff's Complaint which relate to, pertain to, or otherwise are directed at The  
 2 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 3 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 4 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 5 each and every one of the remaining allegations of Paragraph 83.

### 6 **FIRST CAUSE OF ACTION**

7 [Deceit/Fraud as against all Defendants]

8 84. The Exchange repeats and realleges its answers to the allegations in  
 9 Paragraphs 1 through 83 above as though fully set forth here.

10 85. Paragraph 85 of Plaintiff's Complaint states legal conclusions to which  
 11 no response is required. The Exchange denies each and every remaining allegation  
 12 made in Paragraph 85 which relate to, pertain to, or otherwise are directed at The  
 13 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 14 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 15 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 16 each and every one of the remaining allegations of Paragraph 85.

17 86. Paragraph 86 of Plaintiff's Complaint states legal conclusions to which  
 18 no response is required. The Exchange denies each and every remaining allegation  
 19 made in Paragraph 86 which relate to, pertain to, or otherwise are directed at The  
 20 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 21 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 22 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 23 each and every one of the remaining allegations of Paragraph 86.

24 87. Paragraph 87 of Plaintiff's Complaint states legal conclusions to which  
 25 no response is required. The Exchange denies each and every remaining allegation  
 26 made in Paragraph 87 which relate to, pertain to, or otherwise are directed at The  
 27 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 28 directed at The Exchange, The Exchange lacks sufficient knowledge or information to

1 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
2 each and every one of the remaining allegations of Paragraph 87.

3 88. Paragraph 88 of Plaintiff's Complaint states legal conclusions to which  
4 no response is required. The Exchange denies each and every remaining allegation  
5 made in Paragraph 88 which relate to, pertain to, or otherwise are directed at The  
6 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
7 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
8 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
9 each and every one of the remaining allegations of Paragraph 88.

10 89. Paragraph 89 of Plaintiff's Complaint states legal conclusions to which  
11 no response is required. The Exchange denies each and every remaining allegation  
12 made in Paragraph 89 which relate to, pertain to, or otherwise are directed at The  
13 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
14 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
15 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
16 each and every one of the remaining allegations of Paragraph 89.

17 90. Paragraph 90 of Plaintiff's Complaint states legal conclusions to which  
18 no response is required. The Exchange denies each and every remaining allegation  
19 made in Paragraph 90 which relate to, pertain to, or otherwise are directed at The  
20 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
21 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
22 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
23 each and every one of the remaining allegations of Paragraph 90.

24 91. Paragraph 91 of Plaintiff's Complaint states legal conclusions to which  
25 no response is required. The Exchange denies each and every remaining allegation  
26 made in Paragraph 91 which relate to, pertain to, or otherwise are directed at The  
27 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
28 directed at The Exchange, The Exchange lacks sufficient knowledge or information to

1 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
2 each and every one of the remaining allegations of Paragraph 91.

### 3 **SECOND CAUSE OF ACTION**

4 [Suppression of Facts against all Defendants]

5 92. The Exchange repeats and realleges its answers to the allegations in  
6 Paragraphs 1 through 91 above as though fully set forth here.

7 93. Paragraph 93 states legal conclusions to which no response is required.  
8 The Exchange denies each and every remaining allegation made in Paragraph 93  
9 which relate to, pertain to, or otherwise are directed at The Exchange. With respect to  
10 those allegations not relating to, pertaining to, or otherwise directed at The Exchange,  
11 The Exchange lacks sufficient knowledge or information to form a belief as to the  
12 truth of such allegations, and on that basis The Exchange denies each and every one of  
13 the remaining allegations of Paragraph 93.

14 94. Paragraph 94 of Plaintiff's Complaint states legal conclusions to which  
15 no response is required. The Exchange lacks sufficient knowledge or information to  
16 form a belief as to the truth of the remaining allegations set forth in Paragraph 94, and  
17 on that basis The Exchange denies each and every one of the remaining allegations of  
18 Paragraph 94.

19 95. Paragraph 95 of Plaintiff's Complaint states legal conclusions to which  
20 no response is required. The Exchange denies each and every remaining allegation  
21 made in Paragraph 95 which relate to, pertain to, or otherwise are directed at The  
22 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
23 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
24 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
25 each and every one of the remaining allegations of Paragraph 95.

26 96. Paragraph 96 of Plaintiff's Complaint states legal conclusions to which  
27 no response is required. The Exchange lacks sufficient knowledge or information to  
28 form a belief as to the truth of the remaining allegations set forth in Paragraph 96, and

1 on that basis The Exchange denies each and every one of the remaining allegations of  
2 Paragraph 96.

3 97. Paragraph 97 of Plaintiff's Complaint states legal conclusions to which  
4 no response is required. The Exchange denies each and every remaining allegation  
5 made in Paragraph 97 which relate to, pertain to, or otherwise are directed at The  
6 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
7 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
8 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
9 each and every one of the remaining allegations of Paragraph 97.

### 10 **THIRD CAUSE OF ACTION**

11 [Violation of Penal Code § 496 as against all Defendants]

12 98. The Exchange repeats and realleges its answers to the allegations in  
13 Paragraphs 1 through 97 above as though fully set forth here.

14 99. Paragraph 99 of Plaintiff's Complaint states legal conclusions to which  
15 no response is required. Paragraph 99 further purports to characterize Cal. Penal Code  
16 § 496, to which no response is required. The statute speaks for itself. The Exchange  
17 denies any allegations that are inconsistent with § 496 and denies each and every one  
18 of the remaining allegations of Paragraph 99.

19 100. Paragraph 100 of Plaintiff's Complaint states legal conclusions to which  
20 no response is required. Paragraph 100 further purports to characterize Cal. Penal  
21 Code § 496 and *Siry Investment, L.P. v. Farkhondehpour*, 13 Cal. 5th 333, 347-348  
22 (2022), to which no response is required. The statute and case speak for themselves.  
23 The Exchange denies any allegations that are inconsistent with this statute and case,  
24 and denies each and every one of the remaining allegations of Paragraph 100.

25 101. Paragraph 101 of Plaintiff's Complaint states legal conclusions to which  
26 no response is required. The Exchange denies each and every remaining allegation  
27 made in Paragraph 101 which relate to, pertain to, or otherwise are directed at The  
28 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise



1 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 2 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 3 each and every one of the remaining allegations of Paragraph 101.

4 102. Paragraph 102 of Plaintiff's Complaint states legal conclusions to which  
 5 no response is required. The Exchange denies each and every remaining allegation  
 6 made in Paragraph 102 which relate to, pertain to, or otherwise are directed at The  
 7 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 8 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 9 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 10 each and every one of the remaining allegations of Paragraph 102.

#### 11 **FOURTH CAUSE OF ACTION**

12 [Breach of Contract as against Defendant WC]

13 103. The Exchange repeats and realleges its answers to the allegations in  
 14 Paragraphs 1 through 102 above as though fully set forth here.

15 104. Paragraph 104 of Plaintiff's Complaint states legal conclusions to which  
 16 no response is required. The Exchange lacks sufficient knowledge or information to  
 17 form a belief as to the truth of the remaining allegations set forth in Paragraph 104,  
 18 and on that basis The Exchange denies each and every one of the remaining  
 19 allegations of Paragraph 104.

20 105. The Exchange lacks sufficient knowledge or information to form a belief  
 21 as to the truth of the allegations set forth in Paragraph 105 of Plaintiff's Complaint,  
 22 and on that basis The Exchange denies each and every one of the allegations of  
 23 Paragraph 105.

24 106. Paragraph 106 of Plaintiff's Complaint states legal conclusions to which  
 25 no response is required. The Exchange lacks sufficient knowledge or information to  
 26 form a belief as to the truth of the remaining allegations set forth in Paragraph 106,  
 27 and on that basis The Exchange denies each and every one of the remaining  
 28 allegations of Paragraph 106.



1 107. Paragraph 107 of Plaintiff's Complaint, including subparts a through d,  
 2 states legal conclusions to which no response is required. The Exchange lacks  
 3 sufficient knowledge or information to form a belief as to the truth of the remaining  
 4 allegations set forth in Paragraph 107, and on that basis The Exchange denies each  
 5 and every one of the remaining allegations of Paragraph 107.

6 108. Paragraph 108 of Plaintiff's Complaint states legal conclusions to which  
 7 no response is required. The Exchange lacks sufficient knowledge or information to  
 8 form a belief as to the truth of the remaining allegations set forth in Paragraph 108,  
 9 and on that basis The Exchange denies each and every one of the remaining  
 10 allegations of Paragraph 108.

11 109. Paragraph 109 of Plaintiff's Complaint states legal conclusions to which  
 12 no response is required. The Exchange lacks sufficient knowledge or information to  
 13 form a belief as to the truth of the remaining allegations set forth in Paragraph 109,  
 14 and on that basis The Exchange denies each and every one of the remaining  
 15 allegations of Paragraph 109.

## 16 **FIFTH CAUSE OF ACTION**

17 [Count I]

18 [Conversion as Against the Wonderfilm Defendants]

19 110. The Exchange repeats and realleges its answers to the allegations in  
 20 Paragraphs 1 through 109 above as though fully set forth here.

21 111. Paragraph 111 of Plaintiff's Complaint states legal conclusions to which  
 22 no response is required. The Exchange denies each and every remaining allegation  
 23 made in Paragraph 111 which relate to, pertain to, or otherwise are directed at The  
 24 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 25 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 26 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 27 each and every one of the remaining allegations of Paragraph 111.

28 112. Paragraph 112 of Plaintiff's Complaint states legal conclusions to which

1 no response is required. The Exchange denies each and every remaining allegation  
 2 made in Paragraph 112 which relate to, pertain to, or otherwise are directed at The  
 3 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 4 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 5 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 6 each and every one of the remaining allegations of Paragraph 112.

7 113. Paragraph 113 of Plaintiff's Complaint states legal conclusions to which  
 8 no response is required. The Exchange denies each and every remaining allegation  
 9 made in Paragraph 113 which relate to, pertain to, or otherwise are directed at The  
 10 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 11 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 12 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 13 each and every one of the remaining allegations of Paragraph 113.

14 114. Paragraph 114 of Plaintiff's Complaint states legal conclusions to which  
 15 no response is required. The Exchange denies each and every remaining allegation  
 16 made in Paragraph 114 which relate to, pertain to, or otherwise are directed at The  
 17 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 18 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 19 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 20 each and every one of the remaining allegations of Paragraph 114.

21 115. Paragraph 115 of Plaintiff's Complaint states legal conclusions to which  
 22 no response is required. The Exchange denies each and every remaining allegation  
 23 made in Paragraph 115 which relate to, pertain to, or otherwise are directed at The  
 24 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 25 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 26 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 27 each and every one of the remaining allegations of Paragraph 115.  
 28

**FIFTH CAUSE OF ACTION**

[Count II]

[Conversion as Against Defendants Amy Saxon, WF Group, and WFHM]

116. The Exchange repeats and realleges its answers to the allegations in Paragraphs 1 through 115 above as though fully set forth here.

117. Paragraph 117 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 117, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 117.

118. Paragraph 118 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 118, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 118.

119. Paragraph 119 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 119, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 119.

120. Paragraph 120 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 120, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 120.

121. Paragraph 121 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange lacks sufficient knowledge or information to form a belief as to the truth of the remaining allegations set forth in Paragraph 121,

1 and on that basis The Exchange denies each and every one of the remaining  
 2 allegations of Paragraph 121.

### 3 **FIFTH CAUSE OF ACTION**

4 [Count III]

5 [Conversion as Against Defendants Podolska and Lucky Owl]

6 122. The Exchange repeats and realleges its answers to the allegations in  
 7 Paragraphs 1 through 121 above as though fully set forth here.

8 123. Paragraph 123 of Plaintiff's Complaint states legal conclusions to which  
 9 no response is required. The Exchange lacks sufficient knowledge or information to  
 10 form a belief as to the truth of the remaining allegations set forth in Paragraph 123,  
 11 and on that basis The Exchange denies each and every one of the remaining  
 12 allegations of Paragraph 123.

13 124. Paragraph 124 of Plaintiff's Complaint states legal conclusions to which  
 14 no response is required. The Exchange lacks sufficient knowledge or information to  
 15 form a belief as to the truth of the remaining allegations set forth in Paragraph 124,  
 16 and on that basis The Exchange denies each and every one of the remaining  
 17 allegations of Paragraph 124.

18 125. Paragraph 125 of Plaintiff's Complaint states legal conclusions to which  
 19 no response is required. The Exchange lacks sufficient knowledge or information to  
 20 form a belief as to the truth of the remaining allegations set forth in Paragraph 125,  
 21 and on that basis The Exchange denies each and every one of the remaining  
 22 allegations of Paragraph 125.

23 126. Paragraph 126 of Plaintiff's Complaint states legal conclusions to which  
 24 no response is required. The Exchange lacks sufficient knowledge or information to  
 25 form a belief as to the truth of the remaining allegations set forth in Paragraph 126,  
 26 and on that basis The Exchange denies each and every one of the remaining  
 27 allegations of Paragraph 126.

28 127. Paragraph 127 of Plaintiff's Complaint states legal conclusions to which

1 no response is required. The Exchange lacks sufficient knowledge or information to  
 2 form a belief as to the truth of the remaining allegations set forth in Paragraph 127,  
 3 and on that basis The Exchange denies each and every one of the remaining  
 4 allegations of Paragraph 127.

## 5 **FIFTH CAUSE OF ACTION**

6 [Count IV]

7 [Conversion as Against Defendants Davis and Epic Journey]

8 128. The Exchange repeats and realleges its answers to the allegations in  
 9 Paragraphs 1 through 127 above as though fully set forth here.

10 129. Paragraph 129 of Plaintiff's Complaint states legal conclusions to which  
 11 no response is required. The Exchange lacks sufficient knowledge or information to  
 12 form a belief as to the truth of the remaining allegations set forth in Paragraph 129,  
 13 and on that basis The Exchange denies each and every one of the remaining  
 14 allegations of Paragraph 129.

15 130. Paragraph 130 of Plaintiff's Complaint states legal conclusions to which  
 16 no response is required. The Exchange lacks sufficient knowledge or information to  
 17 form a belief as to the truth of the remaining allegations set forth in Paragraph 130,  
 18 and on that basis The Exchange denies each and every one of the remaining  
 19 allegations of Paragraph 130.

20 131. Paragraph 131 of Plaintiff's Complaint states legal conclusions to which  
 21 no response is required. The Exchange lacks sufficient knowledge or information to  
 22 form a belief as to the truth of the remaining allegations set forth in Paragraph 131,  
 23 and on that basis The Exchange denies each and every one of the remaining  
 24 allegations of Paragraph 131.

25 132. Paragraph 132 of Plaintiff's Complaint states legal conclusions to which  
 26 no response is required. The Exchange lacks sufficient knowledge or information to  
 27 form a belief as to the truth of the remaining allegations set forth in Paragraph 132,  
 28 and on that basis The Exchange denies each and every one of the remaining

1 allegations of Paragraph 132.

2 133. Paragraph 133 of Plaintiff's Complaint states legal conclusions to which  
3 no response is required. The Exchange lacks sufficient knowledge or information to  
4 form a belief as to the truth of the remaining allegations set forth in Paragraph 133,  
5 and on that basis The Exchange denies each and every one of the remaining  
6 allegations of Paragraph 133.

### 7 **FIFTH CAUSE OF ACTION**

8 [Count V]

9 [Conversion as Against Defendants Salvatore and March on Productions]

10 134. The Exchange repeats and realleges its answers to the allegations in  
11 Paragraphs 1 through 133 above as though fully set forth here.

12 135. Paragraph 135 of Plaintiff's Complaint states legal conclusions to which  
13 no response is required. The Exchange lacks sufficient knowledge or information to  
14 form a belief as to the truth of the remaining allegations set forth in Paragraph 135,  
15 and on that basis The Exchange denies each and every one of the remaining  
16 allegations of Paragraph 135.

17 136. Paragraph 136 of Plaintiff's Complaint states legal conclusions to which  
18 no response is required. The Exchange lacks sufficient knowledge or information to  
19 form a belief as to the truth of the remaining allegations set forth in Paragraph 136,  
20 and on that basis The Exchange denies each and every one of the remaining  
21 allegations of Paragraph 136.

22 137. Paragraph 137 of Plaintiff's Complaint states legal conclusions to which  
23 no response is required. The Exchange lacks sufficient knowledge or information to  
24 form a belief as to the truth of the remaining allegations set forth in Paragraph 137,  
25 and on that basis The Exchange denies each and every one of the remaining  
26 allegations of Paragraph 137.

27 138. Paragraph 138 of Plaintiff's Complaint states legal conclusions to which  
28 no response is required. The Exchange lacks sufficient knowledge or information to

1 form a belief as to the truth of the remaining allegations set forth in Paragraph 138,  
 2 and on that basis The Exchange denies each and every one of the remaining  
 3 allegations of Paragraph 138.

4 139. Paragraph 139 of Plaintiff's Complaint states legal conclusions to which  
 5 no response is required. The Exchange lacks sufficient knowledge or information to  
 6 form a belief as to the truth of the remaining allegations set forth in Paragraph 139,  
 7 and on that basis The Exchange denies each and every one of the remaining  
 8 allegations of Paragraph 139.

### 9 **SIXTH CAUSE OF ACTION**

10 [Restitution, Money Lent, or Received as against all Defendants]

11 140. The Exchange repeats and realleges its answers to the allegations in  
 12 Paragraphs 1 through 139 above as though fully set forth here.

13 141. Paragraph 141 of Plaintiff's Complaint states legal conclusions to which  
 14 no response is required. The Exchange denies each and every remaining allegation  
 15 made in Paragraph 141 which relate to, pertain to, or otherwise are directed at The  
 16 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 17 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 18 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 19 each and every one of the remaining allegations of Paragraph 141.

20 142. Paragraph 142 of Plaintiff's Complaint states legal conclusions to which  
 21 no response is required. The Exchange denies each and every remaining allegation  
 22 made in Paragraph 142 which relate to, pertain to, or otherwise are directed at The  
 23 Exchange. With respect to those allegations not relating to, pertaining to, or otherwise  
 24 directed at The Exchange, The Exchange lacks sufficient knowledge or information to  
 25 form a belief as to the truth of such allegations, and on that basis The Exchange denies  
 26 each and every one of the remaining allegations of Paragraph 142.

27 143. Paragraph 143 of Plaintiff's Complaint states legal conclusions to which  
 28 no response is required. The Exchange denies each and every remaining allegation



made in Paragraph 143 which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 143.

144. Paragraph 144 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange denies each and every remaining allegation made in Paragraph 144 which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 144.

145. Paragraph 145 of Plaintiff's Complaint states legal conclusions to which no response is required. The Exchange denies each and every remaining allegation made in Paragraph 145 which relate to, pertain to, or otherwise are directed at The Exchange. With respect to those allegations not relating to, pertaining to, or otherwise directed at The Exchange, The Exchange lacks sufficient knowledge or information to form a belief as to the truth of such allegations, and on that basis The Exchange denies each and every one of the remaining allegations of Paragraph 145.

### **THE EXCHANGE'S AFFIRMATIVE DEFENSES**

The Exchange sets forth below its affirmative defenses. Unless otherwise stated, each affirmative defense is asserted as to all claims for relief against The Exchange. By setting forth these affirmative defenses, The Exchange does not assume the burden of proving any fact, issue, or element of a claim for relief where such burden properly belongs to Plaintiffs. Moreover, nothing stated herein is intended to be construed as an acknowledgement that any particular issue or subject matter is relevant to Plaintiff's allegations. Nor shall anything stated or unstated constitute an admission of any kind.

1 **FIRST AFFIRMATIVE DEFENSE**

2 (Lack of Privity)

3 146. Plaintiff's Complaint and purported causes of action therein are barred  
4 because there is no contractual relationship or agreement between Plaintiff and The  
5 Exchange.

6 **SECOND AFFIRMATIVE DEFENSE**

7 (Failure to State a Claim for Relief)

8 147. The Exchange alleges that Plaintiff's Complaint, and each and every  
9 cause of action and prayer for relief therein, fail to state a claim upon which relief can  
10 be granted pursuant to Federal Rules of Civil Procedure, Rule 12(b)(6).

11 **THIRD AFFIRMATIVE DEFENSE**

12 (Consent/Ratification)

13 148. Plaintiff was fully advised concerning the conduct, events and matters  
14 alleged in the Complaint. Plaintiff consented to and/or ratified the actions of The  
15 Exchange concerning such conduct, events and matters. As a result, Plaintiff is barred  
16 from recovering damages, if any. Plaintiff, through his conduct, approved, authorized  
17 and/or ratified The Exchange's conduct.

18 **FOURTH AFFIRMATIVE DEFENSE**

19 (Indemnification)

20 149. To the extent that The Exchange has any liability, it should be  
21 indemnified by Plaintiff or third parties, whether they be named or unnamed in the  
22 within action.

23 **FIFTH AFFIRMATIVE DEFENSE**

24 (Comparative or Contributory Fault of Plaintiff)

25 150. Plaintiff is barred from any recovery on the basis that Plaintiff own acts,  
26 omissions, negligence, fraud and/or breach of obligations was the sole and proximate  
27 cause of the incident and any injuries it sustained; but in the event a finding is made  
28 that The Exchange proximately contributed to Plaintiff's injuries and/or damages, The

Exchange's amount of recovery, if any, shall be reduced on the basis of Plaintiff's own comparative negligence which contributed to the injuries and/or damages upon which recovery is sought by Plaintiff against The Exchange.

### **SIXTH AFFIRMATIVE DEFENSE**

#### **(Comparative Fault of Third Parties)**

151. At all times mentioned in the Complaint, any injury, damage, or loss allegedly suffered by Plaintiff was directly and proximately caused and contributed to by the fault of persons separate and apart from The Exchange, whether they be named or unnamed in the within action. In the event a finding is made that The Exchange proximately contributed to Plaintiff's injuries and/or damages, Plaintiff's amount of recovery from The Exchange, if any, shall be reduced on the basis of the comparative negligence of such other person. The Exchange will seek from the Court appropriate instructions to the trier of fact apportioning the fault attributable to any such other person, whether named or unnamed, for any injury, damages or loss suffered by Plaintiff herein.

### **SEVENTH AFFIRMATIVE DEFENSE**

#### **(Superseding and Intervening Acts of Others)**

152. The damages sustained by Plaintiff, if any, were legally caused by the acts, omissions, negligence, fraud and/or breach of obligations by persons other than The Exchange. As such, The Exchange is informed, believes, and thereupon alleges that Plaintiff's damages, if any, were proximately caused by the intentional acts of persons or entities other than The Exchange, which was not reasonably foreseeable. As a result, those reasonably unforeseeable intentional acts of others constitute a superseding, intervening act that operates to break the chain of causation of any acts or omissions attributable to The Exchange, thereby relieving The Exchange of any liability to Plaintiff.

**EIGHTH AFFIRMATIVE DEFENSE**

(Failure to Name and Join Necessary Parties)

153. The causes of action in Plaintiff's Complaint are barred, in whole or in part in accordance with Federal Rules of Civil Procedure, Rule 12(b)(7) insofar as Plaintiff has failed to join necessary and indispensable parties.

**NINTH AFFIRMATIVE DEFENSE**

(Statute of Limitations)

154. The Exchange alleges that Plaintiff's Complaint, and each and every cause of action and prayer for relief therein, are barred to the extent that Plaintiff's claims are time-barred pursuant to applicable statutory and/or contractual limitations periods.

**TENTH AFFIRMATIVE DEFENSE**

(Privilege/Justification)

155. The Complaint, and each of the purported causes of action contained in it are barred in whole or in part because each and every act or omission complained of which was engaged in by The Exchange and/or its authorized agent(s) was a good-faith exercise of The Exchange's rights and, therefore, privileged. The Exchange exercised its legal rights in a permissible way entirely consistent with and within the scope of one or more valid privileges and The Exchange's actions and/or inactions with regard to The Exchange were privileged and justified. At all times, The Exchange's actions were privileged and justified, and were taken for lawful and reasonable business reasons.

**ELEVENTH AFFIRMATIVE DEFENSE**

(Reasonable and Good Faith Conduct)

156. Any and all actions taken by The Exchange were fair and reasonable and were performed in good faith based on all relevant facts known to them at the time.

**TWELFTH AFFIRMATIVE DEFENSE**

(Release or Waiver)

157. Plaintiff is barred from seeking any of the requested relief or recovering thereon because of the doctrines of express or implied release or waiver.

**THIRTEENTH AFFIRMATIVE DEFENSE**

(Estoppel)

158. Plaintiff is estopped from asserting the claims and relief in the Complaint by reason of its own actions and conduct.

**FOURTEENTH AFFIRMATIVE DEFENSE**

(Laches)

159. Plaintiff is barred from seeking any of the requested relief or recovering thereon because of the equitable doctrine of laches.

**FIFTEENTH AFFIRMATIVE DEFENSE**

(Unclean Hands)

160. Plaintiff is barred from seeking any of the requested relief or recovering thereon because of the doctrine of unclean.

**SIXTEENTH AFFIRMATIVE DEFENSE**

(Unjust Enrichment)

161. The Plaintiff's Complaint, and each of the purported causes of action contained in it are barred because any recovery by the Plaintiff would be unjust and inequitable under the circumstances of the case.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

(Interest of Defendant)

162. Plaintiff is barred from seeking any of the requested relief or recovering thereon because The Exchange has and/or had a legitimate ownership interest in the property.

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**EIGHTEENTH AFFIRMATIVE DEFENSE**

(Abandonment of Property)

163. Plaintiff is barred from seeking any of the requested relief or recovering thereon because of the doctrine of abandonment of property.

**NINETEENTH AFFIRMATIVE DEFENSE**

(Assumption of Risk)

164. Plaintiff knew about the risk and voluntarily took the risk that led to Plaintiff's alleged injuries and damages, if any.

**TWENTIETH AFFIRMATIVE DEFENSE**

(Failure to Mitigate)

165. The Exchange alleges that Plaintiff has failed to undertake reasonable efforts to mitigate its damages, if any, and that its recovery of damages, if any, must be reduced thereby.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

(Offset)

166. The Exchange is entitled to an offset against any liability for the greater of a) any amounts actually paid by any person for any of the costs and/or damages alleged in Plaintiff's Complaint, or b) the equitable share of the liability of any person or entity that has received or hereafter receives a release from liability or a covenant not to sue with respect to any of the injuries, costs and damages alleged in the Complaint.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

(Adequate Remedy at Law)

167. Plaintiff's equitable claims should be barred in whole or in part because it has an adequate remedy at law.

The Exchange is informed and believes and thereupon alleges that it may have other separate and additional defenses of which it is presently unaware. Thus, The

1 Exchange reserves the right to allege other separate and additional defenses upon the  
2 discovery of additional facts during the course of discovery.

3  
4 WHEREFORE, The Exchange prays:

- 5 1. That Plaintiff take nothing by way of the Complaint;  
6 2. That The Exchange be dismissed with costs of suit;  
7 3. That The Exchange be awarded its attorneys' fees, costs and expenses  
8 incurred in defense of this matter, including expert assistance and  
9 testimony;  
10 4. And for such other and further relief as the Court may deem just.

11 ///

12 ///

13 ///



## **CROSSCLAIMS**

Pursuant to Rule 13 of the Federal Rules of Civil Procedure, Defendant BOS Entertainment, Inc. dba The Exchange (“The Exchange”) brings the following Crossclaims for Indemnification, Declaratory Relief, and Breach of Contract against Defendants and Cross-Defendants Bret Merrick Saxon, Jeffrey Bowler, Wonderfilm LLC, Wonder Capital LLC, WF Hard Matter, LLC, WF Group, LLC, and ROES 1-10 (collectively, “Cross-Defendants”):

## **JURISDICTION AND VENUE**

168. These Crossclaims are brought under Federal Rule of Civil Procedure 13 in that they arise out of the same transaction and occurrences that are the subject matter of Plaintiff’s Complaint. Jurisdiction of these Crossclaims is appropriate as subject to this Court’s supplemental jurisdiction pursuant to 28 U.S.C. § 1367.

169. Venue is proper because the events giving rise to the matters alleged in Plaintiff’s Complaint and to these Crossclaims occurred in this District.

## **PARTIES**

170. Cross-Claimant BOS Entertainment, Inc. dba The Exchange, is a corporation organized and existing pursuant to the laws of the State of California with a principal place of business in Los Angeles, CA. The Exchange is a leading worldwide sales, finance and film production company.

171. Cross-Defendant Bret Merrick Saxon (“Saxon”) is, upon information and belief, an individual that resides in and is a citizen of the State of California.

172. Cross-Defendant Jeffrey Bowler (“Bowler”) is, upon information and belief, an individual that resides in and is a citizen of the State of California.

173. Upon information and belief, Saxon and Bowler, separately or collectively, are partners, members, managers, executives, owners or otherwise direct or control Cross-Defendants Wonderfilm LLC, aka The Wonderfilm Media Corporation, a California limited liability company, Wonder Capital LLC (“Wonder Capital”), a Delaware limited liability company, WF Hard Matter, LLC, a Louisiana

1 limited liability company, and WF Group, LLC, a Delaware limited liability company.

2 174. The Exchange is unaware of the true names and capacities of Cross-  
 3 Defendants sued herein as ROES 1 through 10 inclusive, and therefore sues those  
 4 Cross-Defendants by such fictitious names. The Exchange will seek leave to amend  
 5 these Crossclaims to show the true names and capacities of such ROES when the same  
 6 have been ascertained.

7 175. At all relevant times, Cross-Defendants, upon information and belief,  
 8 have been agents, servants, employees, co-conspirators, alter-egos and/or joint  
 9 venturers of each other, and in doing the things alleged herein, have acted within the  
 10 course and scope of such agency, employment, alter ego and/or in furtherance of the  
 11 joint venture. Upon further information and belief, there has been such a unity of  
 12 interest and ownership between Cross-Defendants that, for purposes of the allegations  
 13 herein, any individuality or separateness between them has ceased to exist and an  
 14 inequitable result will occur if the acts articulated in these Crossclaims are treated as  
 15 those of any individual Cross-Defendant alone.

### 16 **GENERAL ALLEGATIONS**

17 176. The Exchange hereby incorporates by reference its Answer and  
 18 Affirmative Defenses to Plaintiff's Complaint as though fully set forth herein. By  
 19 virtue of their acts and omissions as alleged in the Complaint, Cross-Defendants are  
 20 responsible for any damages alleged in the above-captioned action. The Exchange's  
 21 role with respect to the Film was limited to marketing the Film for sale pursuant to a  
 22 standard Sales Term Sheet, executed on or about October 13, 2021, with Cross-  
 23 Defendant Wonder Capital. The Exchange had no formal relationship with the  
 24 Plaintiff and limited communications with it.

### 25 **FIRST CAUSE OF ACTION**

26 (Equitable Indemnification and Recovery of Attorneys' Fees under C.C.P. § 1021.6 –  
 27 Against all Cross-Defendants)

28 177. The Exchange repeats and realleges its answers, defenses and allegations

1 in Paragraphs 1 through 176 above as though fully set forth here.

2 178. Plaintiff in the underlying Complaint alleges acts on the part of Cross-  
 3 Defendants, which if found to be true, were unknown to The Exchange at the time  
 4 Cross-Defendants took those actions and that were not authorized or ratified by The  
 5 Exchange. The Exchange's involvement was limited to marketing the film for sale  
 6 pursuant to a standard written agreement.

7 179. By virtue of the alleged acts of others, The Exchange, has been required  
 8 to defend an action by the Plaintiff, including incurring the expense of attorney's fees  
 9 and costs. Damages, if any, to Plaintiff are the responsibility of Cross-Defendants.  
 10 Thereby, the Exchange is entitled to indemnity from Cross-Defendants, including  
 11 attorney fees pursuant to California Code of Civil Procedure ("C.C.P.") Section  
 12 1021.6.

13 180. The Exchange has notified (and intends this crossclaim to be additional  
 14 notification) of Cross-Defendants by tendering to Cross-Defendants the obligation to  
 15 defend and The Exchange from alleged injuries arising by Plaintiff pursuant to C.C.P.  
 16 § 1021.6. As a result of Cross-Defendants' conduct and failure to defend, The  
 17 Exchange has been required to defend against Plaintiff's claims. The Exchange again  
 18 hereby demands defense and indemnity from Cross-Defendants. The Exchange is  
 19 informed and believes, and thereon alleges, that Cross-Defendants refused, and  
 20 continue to refuse, said tender of defense by The Exchange.

## 21 **SECOND CAUSE OF ACTION**

22 (Declaratory Relief - Against All Cross-Defendants)

23 181. The Exchange repeats and realleges its answers, defenses and allegations  
 24 in Paragraphs 1 through 180 above as though fully set forth here.

25 182. An actual controversy has arisen and now exists between The Exchange  
 26 and Cross-Defendants in that The Exchange contends, and Cross-Defendants deny, the  
 27 following:

28 a. That to the extent that Plaintiff can prove the allegations of the

Complaint and that wrongful acts were committed in association with the operation of Cross-Defendants' business, then these wrongful acts were committed solely by Cross-Defendants who were neither authorized nor directed by The Exchange to perform such wrongful acts.

b. That, as between The Exchange and Cross-Defendants, responsibility, if any, for the damages claimed by Plaintiff herein rests with Cross-Defendants; and

c. That, as a result, Cross-Defendants are obligated to indemnify The Exchange for any sums that The Exchange may be compelled to pay, including without limitation all costs incurred to protect The Exchange's interests by defending against Plaintiff's Complaint and in bringing this Crossclaim, including attorneys' fees pursuant to C.C.P. § 1021.6.

183. The Exchange desires a judicial determination of the respective rights and duties of The Exchange and Cross-Defendant with respect to the allegations of wrongful conduct alleged in the Complaint and the damages claimed in the Complaint by Plaintiff.

184. Such a declaration is necessary and appropriate at this time in order that The Exchange may ascertain their rights and duties with respect to Plaintiff's claim for damages. Furthermore, the claim of Plaintiff and the claim of The Exchange arise out of the same transaction, and the determination of both in one proceeding is necessary and appropriate in order to avoid the multiplicity of actions that would result if The Exchange is required now to defend against the claim of Plaintiff and then bring a separate action against Cross-Defendants for indemnification of sums that The Exchange may be compelled to pay as a result of any damages, judgment, or other awards by Plaintiff against The Exchange.

**THIRD CAUSE OF ACTION**

(Breach of Contract – Against All Cross-Defendants)

185. The Exchange repeats and realleges its answers, defenses and allegations in Paragraphs 1 through 184 above as though fully set forth here.

186. In or around October 13, 2021, The Exchange entered into an agreement with Cross-Defendants, by and through their agent Wonder Capital LLC, titled “Sales Term Sheet” regarding Hard Matter (the “Film”).

187. By its terms, The Sales Term Sheet agreement required Cross-Defendants to procure Errors & Omissions insurance for the Film.

188. The Exchange has performed under the Sales Term Sheet agreement.

189. Upon initiation of the present action, The Exchange sought to tender defense of Plaintiff’s claims and requested from Cross-Defendants a copy of the Errors & Omissions policy required under the Sales Term Sheet agreement. Cross-Defendants breached the agreement by failing to procure the required Errors & Omissions insurance, and by failing and refusing to assume the defense of The Exchange pursuant to an Errors & Omissions insurance policy.

190. As a direct and proximate result of Cross-Defendants’ breach of contract, The Exchange has suffered damages in an amount to be proven at trial.

191. Cross-Defendants’ breach of contract was, and is, a substantial factor in causing The Exchange’s damages.

**PRAYER FOR RELIEF**

WHEREFORE, The Exchange prays judgment against Cross-Defendants, and each of them, as follow:

1. For a declaration of the amount that Cross-Defendants are obligated to indemnify The Exchange if The Exchange is compelled to pay any sum in connection with this action;
2. For any award of damages, in an amount according to proof at trial, consisting of the costs, fees, and other expenses authorized under

1 California Code of Civil Procedure section 1021.6; and

2 3. For such other relief as this court may deem just and proper.

3  
4 Dated: October 10, 2023

VELKEI LAW P.A.

5  
6  
7 By: 

8 Steven A. Velkei

9 Attorney for Defendant

10 BOS Entertainment, Inc. dba The Exchange

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**CERTIFICATE OF SERVICE**

**GRIDIRON PRODUCTIONS LLC v. BRET MERRICK SAXON, ET AL.**  
Case No. 2:23-cv-07574-TJH-JPR

At the time of service, I was over 18 years of age and not a party to this action. I am employed in the County of Los Angeles, State of California. My business address is 6430 Sunset Blvd., Suite 702, Los Angeles, California 90028.

On October 10, 2023, I caused to be served true copies of the following document described as:

**ANSWER TO PLAINTIFF'S COMPLAINT AND CROSSCLAIMS FOR INDEMNIFICATION, DECLARATORY RELIEF AND BREACH OF CONTRACT BY DEFENDANT BOS ENTERTAINMENT, INC. DBA THE EXCHANGE**

on the interested parties in this action as follows:

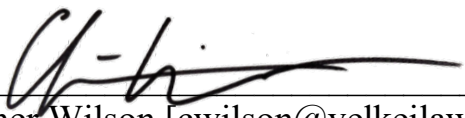
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☒ **BY CM/ECF:** I caused the document(s) to be sent electronically by transmission to an electronic filing service provider for service through the Court's CM/ECF system to all parties.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on October 10, 2023, at Los Angeles, California.

  
Christopher Wilson [cwilson@velkeilaw.com]